

Exhibit 2

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, dated _____ (this "Agreement") is entered into by and between the County of Delaware, Pennsylvania (the "County"), and [_____] ("you") concerning a possible business relationship between you and the County, or any related transactions as may be mutually agreed between you and the County (each, a "Transaction"). In connection with the parties' consideration of a Transaction, each party is prepared to furnish the other with certain confidential, financial and proprietary information concerning the business, intellectual property and properties of the disclosing party. All such information is herein collectively referred to as the "Material."

Subject to the terms and conditions set forth herein, to maintain the confidentiality of the Material, the parties and each individual or entity associated with a party and their Representatives (as defined below) with access to the Material agree: (a) not to use any Material or notes, summaries, or other material derived therefrom (collectively, "Notes") except to determine whether a party wishes to propose to enter into a Transaction with the other party and the terms thereof; (b) not to disclose any Material or Notes other than to each party's officials, officers, directors, employees, advisors and representatives (collectively, "Representatives") with a need to know the information contained therein; provided, that such Representatives shall have agreed to be bound by the terms of this Agreement; provided, further, that each party agrees to be responsible for any breach of this Agreement by any of its Representatives; and (c) not to disclose that the Material has been made available, that a party or its Representatives have inspected any Material, or that you and the County may be considering a Transaction or have had, are having or propose to have any discussions with respect thereto. Nothing herein shall be construed as a license to the recipient party or its Representatives to any of the Material or Notes under the patent, trademark or copyright laws of the United States, or under similar laws protecting trademarks, tradenames, trade secrets or other intellectual property. The recipient party shall ensure that all copyright or other proprietary notice or indication of confidentiality contained on or included in any Material or Notes shall be reproduced by the recipient party on any reproduction, modification, or translation of such Material or Notes. If requested by the disclosing party, the recipient party shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Material of the disclosing party as the disclosing party shall direct.

If the recipient party becomes aware of any actual or threatened breach of this Agreement (including without limitation any threatened or actual unauthorized use or disclosure of any Material or Notes), or in the event of any loss of, or inability to account for, Material or Notes previously received, the recipient party will notify the disclosing party and will reasonably cooperate with the disclosing party's efforts to seek appropriate injunctive relief or otherwise to prevent or curtail such threatened or actual breach, or to recover its Material or Notes.

Either party may elect at any time to terminate further access by the other party to the Material. Each party agrees that upon any such termination, it will (and it will cause its Representatives to) promptly (and in any case within fourteen (14) days of the other party's request) return to the disclosing party all Material except Notes, cause all Notes to be destroyed, and confirm in writing to the disclosing party that all such material has been returned or destroyed in compliance with this Agreement, unless such party is required by applicable law to maintain copies of such Materials.

This Agreement shall be inoperative as to particular portions of the Material if such information (a) becomes generally available to the public other than as a result of a disclosure by the recipient party or its Representatives in violation of this Agreement, (b) was available to the recipient party on a non-confidential basis prior to its disclosure to the recipient party by the disclosing party or its representatives, or (c) becomes

available to the recipient party on a non-confidential basis from a source other than the disclosing party or its representatives when such source is entitled or allowed, to the best of the recipient party's knowledge, to make such disclosure.

If the recipient party or its Representatives are requested or required (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, right to know request or similar legal or administrative process) to disclose any Material or Notes, it is agreed that the recipient party will provide the disclosing party with prompt written notice of such request(s) so that the disclosing party may seek an appropriate protection. If the recipient party or its Representatives are, in the opinion of the recipient party's counsel compelled to disclose Material or Notes under pain of liability for contempt or other censure or penalty, the recipient party or its Representatives may disclose only that portion of such information as is legally required without liability hereunder; provided, that the recipient party and its Representatives agree to exercise its reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

The recipient party agrees that it will not, without the prior written consent of the disclosing party, transmit, directly or indirectly, the disclosing party's Material received hereunder or any portion thereof to any country outside of the United States. If any Material is so authorized by the disclosing party to be disclosed outside the United States, the recipient party agrees to ensure that it or any other materials derived from it are not disclosed or communicated to any individual or entity in any country to which the export of such information is prohibited by United States export laws or regulations.

Each party understands and agrees that the other party or its affiliates or Representatives make no representations or warranties, express or implied, with respect to any of the Material. Each party also agrees that the other party or its affiliates and Representatives assumes no responsibility or shall have any liability to the other party or its Representatives resulting from the selection or use of the Material by such party or its Representatives.

Each party agrees that no contract or agreement providing for any Transaction shall be deemed to exist between you and the County unless and until you and the County execute and deliver a final definitive agreement relating thereto (a "Transaction Agreement"), and each party hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Transaction unless and until you and the County shall have executed and delivered a Transaction Agreement. Each party also agrees that unless and until you and the County shall have executed and delivered a Transaction Agreement, neither you nor the County will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Each party further acknowledges and agrees that the other party shall retain the right, in its sole discretion, to reject any and all proposals made by the other party or its Representatives with regard to a Transaction, and to terminate discussions and negotiations with the other party at any time.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that either party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and each party further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the non-breaching party. In the event that either party breaches or threatens to breach this Agreement, the breaching party agrees to reimburse the non-breaching party for all fees, costs, expenses and disbursements (including the fees and costs of attorneys and other professionals) in enforcing its rights hereunder. This Agreement may be amended, modified, or supplemented only by written agreement executed by the County and you, and no provision of this Agreement may be waived except to the extent waived in writing by County and you. No waiver of any provision of this Agreement

shall be deemed a waiver of such provision on any other occasion, or the waiver of any other provision, whether or not similar. No delay in the enforcement of any provision of this Agreement shall constitute a waiver of the right to enforce such provision in that or any other instance.

An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement prohibits a disclosure of trade secret information as provided in the preceding sentence.

If you are an employee, the County encourages you to report a suspected violation of law, including a suspected violation of law involving trade secrets to the County's chief executive officer. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and subject to the terms hereof, shall be binding upon the successors and assigns of the parties hereto. Neither party shall assign or transfer any interest in this Agreement without the written consent of the other. The state courts located within the County shall have exclusive jurisdiction over claims or disputes relating to this Agreement or to the relationship between the parties to this Agreement, and each party hereby submits to the jurisdiction of those courts for these purposes. Each party acknowledges that its obligations under this Agreement are not assignable without the prior written consent of the other party. Each party represents and warrants that the person signing this Agreement is duly authorized to execute this Agreement on such party's behalf and that once executed this Agreement shall constitute the legal, valid and binding obligation of such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF DELAWARE, PENNSYLVANIA

By: _____
Title: Executive Director

By: _____
Name: _____
Title: _____